

# EXHIBIT C

1 COMMONWEALTH OF MASSACHUSETTS

2 UNITED STATES DISTRICT COURT

3 Volume II  
4 Pages 151-254

Rule 30 Deposition

5 RI SEEKONK HOLDINGS, LLC

6 vs.

7 TIMOTHY P. MCINERNEY, ET AL

8  
9 CONTINUED DEPOSITION OF STEVEN S. HOWITT,  
10 taken in behalf of the plaintiff, pursuant to the  
11 applicable provisions of the Massachusetts Rules of  
12 Civil Procedure, before Melissa Prodanis, Court  
13 Reporter and Notary Public in and for the  
14 Commonwealth of Massachusetts, at the Offices of  
15 GOUDREAU & GROSSI COURT REPORTING SERVICE, INC., 63  
16 Winthrop Street, Taunton, Massachusetts, on  
17 Wednesday, February 27, 2006, commencing at 12:34  
18 p.m.

19  
20 \* \* \* \* \*

21  
22  
23  
24  
GOUDREAU & GROSSI  
COURT REPORTING SERVICES, INC.

1           whatever, they're taxpayers, if they want to  
2           speak to board members, that's fine. So, that  
3           memo went out. I believe Dana took over. There  
4           was a new blood so to speak. I think John  
5           Whelan and Chris Pelletier were the new members  
6           at that point and Dana seemed to get along  
7           pretty well with Tim. But then when Dana was  
8           off and Doreen started, you know, it changed.

9           There seemed to be a very big pole between  
10          who had what power, whether the Administrator  
11          had the power or the Board had the power. And  
12          there was always conflict that when we would ask  
13          for something and especially with the Police  
14          Chief, he would always stonewall us because he  
15          was protecting him.

16       Q   Ultimately, as I understand it, the Town changed  
17          its own town counsel?

18       A   Yes, because we felt that it wasn't representing  
19          on the Board as much as it was representing Tim.  
20          We wanted to have someone who understood that  
21          they worked for the Board of Selectmen which is  
22          basically in the charter that the town counsel  
23          is at the behest of the Board. We felt we need  
24          protection for the Board when Tim would tell us

1 something and then, you know, we would find out  
2 it would be different. So, there was a lack of  
3 trust and then that developed into we wanted to  
4 protect ourselves and make sure what he was  
5 telling us was correct.

6 Q Were there other -- let me rephrase that. In  
7 your answer, you talked about Mr. McInerney  
8 telling you something and then you found out  
9 that it was different. I believe you were  
10 giving us an example earlier about the right to  
11 vote on terminating the Chief?

12 A Correct or not -- his re-appointment.

13 Q His re-appointment. Were there other instances  
14 when this happened?

15 A We believe that there were. I don't know  
16 specifics. I'd have to review my notes but  
17 basically the trust had been lost. And once  
18 that was lost, it's very hard to bring back and  
19 there were other instances especially when we  
20 were dealing with Tim and we were negotiating  
21 his release of his contract, you know, he would  
22 come back and say, well, you can't discuss this  
23 in executive session or I'm not going to do  
24 that.

1 And then there was actually, you know, an  
2 instance where he walked out on a Board meeting  
3 because he was upset. We reprimanded him for  
4 that. We went round and round with him. He  
5 would cite this law and say you can't do this  
6 and you can't do that. But he actually was  
7 pissed off and he walked out in the middle of a  
8 Board meeting because we were allowing someone  
9 their right to speak and question their dealings  
10 with him.

11 Q And was it your opinion that the former town  
12 counsel, Mr. Lehane and his office was giving  
13 advice to Mr. McInerney that was at odds with  
14 what you --

15 A We just felt we wanted someone that would be  
16 looking in terms of the Board's interests, that  
17 town counsel had been there prior for a number  
18 of years and we wanted counsel who would say,  
19 you know, if there was an issue, they would  
20 contact the Board or we just felt we wanted  
21 someone who we hired and that they knew  
22 specifically that they were hired by the Board  
23 of Selectmen and that's who their "master" is,  
24 not the Town Administrator.

1 Q Did you then feel that Mr. Lehane and his firm  
2 thought that the master was the Town  
3 Administrator?

4 A I would say yes.

5 Q Okay.

6 A Or the employer. Master's not a good phrase,  
7 not politically correct.

8 Q I'm using this, just following the words that  
9 you had used, not trying to give them any  
10 unusual cConaty?

11 A Right. I'm not either. I couldn't think of the  
12 word, you know. Sometimes it slips.

13 Q All right. Now, let's look at, having looked at  
14 Exhibit 6, we'll get back to number 7.

15 A Okay.

16 Q And here, as you can see, Mr. McInerney is  
17 acknowledging a telephone message. The second  
18 page of this is a copy of an envelope which is  
19 postmarked on June 3rd which would be the day  
20 after Mr. Tapalian's letter --

21 A Okay.

22 Q -- we saw in Exhibit 6. But, in any event, he  
23 indicates in the second paragraph, "Please be  
24 advised that any questions, concerns or items